

FILE FIRST



**NORTH AMERICAN CAR CORPORATION**

33 West Monroe  
Chicago, IL U.S.A. 60603  
Telephone 312.853.5000  
Telex #255222

RECORDATION NO. 14254-A Filed 1425

**JUN 25 1984 12 32 PM**

**INTERSTATE COMMERCE COMMISSION**

June 18, 1984

**4-177A078**

No. **JUN 25 1984**  
Date

Fee \$ 10.00  
ICC Washington, D.C.

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

I have enclosed an original and several certified copies of the documents described below, to be recorded pursuant to section 11303 of title 49 of the U. S. Code.

This document is Assignment of Lease, a secondary document, dated as of February 10, 1984.

The primary document to which this is connected is recorded under Recordation No. 14254.

The names and addresses of the parties to the document are as follows:

Assignor: North American Car Corporation  
33 W. Monroe  
Chicago, IL 60603

Assignee: CIS Rail Corporation  
445 Washington Street  
San Francisco, California 9411

The equipment covered by the document is described in Schedule A thereto.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the messenger presenting this document.

RECEIVED

**JUN 25 12 32 PM '84**

**ICC  
FEE OPERATION BR**

*This one is  
14254-A*

*see I think -  
please double  
check -  
thanks -*

*A. E. Johnson*

*Carroll*

NORTH  
AMERICAN  
CAR

Interstate Commerce Commission  
June 18, 1984  
Page Two:  
=====

A short summary of the document to appear in the index  
follows:

Assignment of Lease dated as of February 10, 1984 to  
Conditional Sale Agreement dated as of December 30, 1983  
between North American Car Corporation, 33 West Monroe,  
Chicago, IL 60603, Assignor, and CIS Rail Corporation,  
445 Washington Street, San Francisco, CA 94111, Assignee,  
and covering the equipment described in Schedule A  
thereto.

Very truly yours,



Edward H. Soderstrom II

EHS/cc

enclosures

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

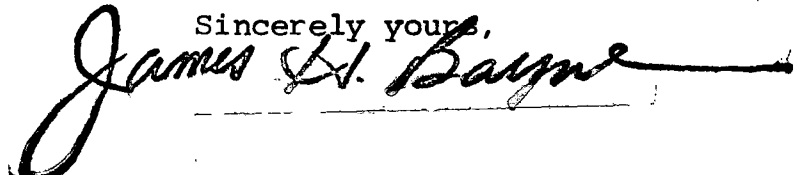
6/25/84

**OFFICE OF THE SECRETARY**

Edward H. Soderstrom ll  
North American Car Corporation  
33 West Monroe St.  
Chicago, Ill. 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/25/84 at 12:40pm and assigned re-recording number(s). 14254-A

Sincerely yours,  
  
Secretary

Enclosure(s)

ASSIGNMENT OF LEASE

JUN 25 1984 12 12 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE, dated as of February 10, 1984  
by NORTH AMERICAN CAR CORPORATION, a Delaware corporation  
("NAC") in favor of CIS RAIL CORPORATION, a California  
corporation ("CIS").

WHEREAS, NAC leases 1,061 railcars to the Chicago  
and North Western Transportation Company, as Successor-Lessee  
("CNW") pursuant to a Lease of Railroad Equipment dated as of  
March 31, 1973 ("CNW Lease");

WHEREAS, NAC has entered into a Conditional Sale  
Agreement dated as of December 30, 1983 ("CIS Purchase  
Agreement") whereby NAC agreed to transfer these railcars and  
the CNW Lease to CIS subject to the rights of CNW under the  
CNW Lease and to other security interests specified therein;  
and,

WHEREAS, of even date hereof NAC has sold those  
railcars to CIS by means of 2 bills of sale;

NOW, THEREFORE, it is hereby agreed as follows:

1. Assignment. NAC hereby assigns to CIS as of  
February 10, 1984 all of NAC's right, title and interest in  
and to the CNW Lease and all payments including without  
limitation all payments of rent and payments in respect of  
Casualty Occurrences (as defined in the CNW Lease) due or to  
become due thereunder.

2. Assumption. CIS hereby assumes as of February  
10, 1984 all the duties and obligations of the lessor to be  
performed under the CNW Lease, and agrees to faithfully  
discharge the same.

3. Subordination. This assignment and assumption is made in accordance with all the terms and conditions of the CIS Purchase Agreement and is expressly subject to a prior security interest of (a) First Pennsylvania Bank, N.A. (formerly The First Pennsylvania Banking and Trust Company), (b) The Bank of New York and (c) The First National Bank of Chicago, as Collateral Agent, all as described in the CIS Purchase Agreement, and to the rights of the CNW under the CNW Lease.

4. Filing and Recordation. This assignment, or a counterpart or copy hereof, or other evidence hereof, may be filed or recorded in any public office as may be necessary or appropriate to protect the interests of CIS in the CNW Lease. NAC shall execute and file such statements and instruments and such continuation statements with respect to statements and instruments previously filed relating to the interests in the CNW Lease created or assigned under this assignment as may be specified from time to time in written instructions of CIS.

5. Further Assurances. NAC covenants and agrees from time to time to do all such acts and execute all such instruments of further assurance as shall be reasonably requested by CIS for the purpose of fully carrying out and effectuating this assignment and the intent hereof.

6. Effectiveness. Although this assignment is dated as of the date first above written for convenience, the actual dates of execution hereof by the parties hereto are respectively the dates set forth in the acknowledgements hereto annexed. This assignment shall be effective as of the date first above written.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in their respective corporate names by officers thereunto duly authorized, all as of the date first above written.

NORTH AMERICAN CAR CORPORATION

By Michael A. Feder  
Michael A. Feder

Its Vice President

ATTEST:

By [Signature]  
Its Assistant Secretary

CIS RAIL CORPORATION

By [Signature]  
Its President

ATTEST:

By [Signature]  
Its Asst. Secretary

State of Illinois                    )  
  ) ss.  
County of Cook                    )

On this 13<sup>th</sup> day of JUNE, 1984, before me, personally appeared Michael A. Feder, to me personally known, who, by me being duly sworn, says that he is a Vice President of North American Car Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Irrel B Baechle

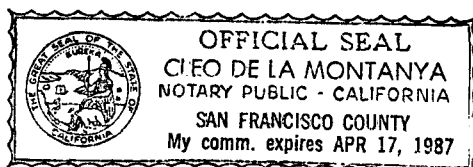
(Notarial Seal)

State of California                )  
  ) ss.  
County of San Francisco        )

On this 15<sup>th</sup> day of June, 1984, before me, personally appeared Stephen C. Boneman to me personally known, who, by me being duly sworn, says that he is President of CIS Rail Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Cleo De La Montanya

(Notarial Seal)



SCHEDULE A  
EQUIPMENT

<u>Car Series Numbers</u>	<u>Cars In Group</u>	<u>Description</u>	<u>Price Per Unit</u>
62501-62849	335	50-foot, 70-ton, Type XM wide door box-cars with 4 belt rails, DF2 loaders, waffle side and cushioned underframe construction, built by Pullman Standard, Inc., 1973	\$16,284
132250-132749	441	4,750 cubic foot capacity, Type LO covered hopper cars, trough hatch construction, built by Pullman Standard, Inc., 1973	\$18,975
34500-34599	93	60-foot, 100-ton, Type XL boxcars equipped with heavy-duty bulkhead loaders and cushioned underframe construction, built by Pullman Standard, Inc., 1973	\$27,135
36300-36399	92	50-foot, 70-ton, Type XL boxcars equipped with Evans "Airlpac" loaders and cushioned underframe construction, built by Pullman Standard, Inc., 1973	\$22,877
180000-180099	100	52-foot, 100-ton, 2,244 cubic foot capacity, Type GB gondola cars with 8-foot waffle side construction, built by Thrall Car Manufacturing Company, 1973	\$16,562

SCHEDULE A  
EQUIPMENT